

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 002
 to
CONTRACT NO. 511B3200022
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
College Laundry & Rentals, Inc. 136 West Baraga Avenue Marquette, MI 49855	Robert DeAngelis	college54@sbcglobal.net
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	906-228-8505	2381743179/EOO-001

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DMVA-DJJHV	Mike Harrington	906-226-3576 x354	harringtonm@michigan.gov
CONTRACT ADMINISTRATOR	DMVA-DJJHV	Susan Belfry-Mellon	906-226-3576 x351	mellons@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Laundry & Linen Services-D. J. Jacobetti Home for Veterans			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
4/1/2013	3/31/16	2-(1) year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1 year	3/31/17
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$690,000.00		\$230,000.00	\$920,000.00	
DESCRIPTION: Extension option, 1 of 2 available				

FOR THE CONTRACTOR:

College Laundry & Rentals, Inc.

Company Name

Authorized Agent Signature

Robert DeAngelis

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Brad Slagle, C. O. O.

Name & Title

DMVA, D. J. Jacobetti Home for Veterans

Agency

Date

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 511B3200022
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
College Laundry & Rentals, Inc.	Robert DeAngelis	College54@sbcglobal.net
136 West Barage Avenue	TELEPHONE	CONTRACTOR #, MAIL CODE
Marquette, MI 49855	(906) 228-8505	2381743179/E00-001

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DMVA-DJJHV	Mike Harrington	(906) 226-3576 x 354	harringtonm@michigan.gov
BUYER:	DMVA_DJJHV	Susan Belfry-Mellon	(906) 226-3576 x 351	mellons@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: PROVIDE A BASIC BUT COMPREHENSIVE DESCRIPTION OF SERVICES			
Laundry & Linen Services-D. J. Jacobetti Home for Veterans			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
4/1/2013	03/31/2016	2-one yr. extensions	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
PROVIDE THE DETAIL OF THE CHANGE NOTICE To acknowledge DJJHV's minimum requirements regarding infection control in the LSS – equivalent to or exceeding the VA and CDC standards as a mandate.		
VALUE/COST OF CHANGE NOTICE:	\$0.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$0.00	

FOR THE CONTRACTOR:**College Laundry & Rentals, Inc.****Firm Name****Authorized Agent Signature****Authorized Agent (Print or Type)****Date****FOR THE STATE:****Signature****Brad Slagle, Administrator****Name/Title****DMVA, D. J. Jacobetti Home for Veterans****Enter Name of Agency****Date**



Process/Service

- Soiled laundry is to be processed using conventional disinfecting methods with hot water and bleaching agent to sanitize.
- Contractor shall provide special processing to adequately remove stains that include: mildew, rust, food, stains, grease, and ink (excludes rags).
- In addition to specific sanitation standards, Contractor and Agency shall conform to standards of sanitation generally accepted by the laundry industry. In addition, all Center for Disease Control and Prevention (CDC), Health and Safety Information Systems, and State Guidelines shall be observed.
- Reprocessing of unacceptable cleaned laundry shall be promptly performed by Contractor at no further expense to the DJJHV.
- The wash water formula (to adequately remove stains), whatever it may include, shall be furnished to the Contract Compliance Inspector or Home's Buyer upon request.
- At times, any soiled laundry can be sent in a "yellow bag" which indicates that the enclosed soiled laundry has been contaminated with blood and/or body fluids and must be handled and laundered under the guidelines of "Universal Precautions" for infection control. Personal clothing may also be included in this "yellow bag". Contaminated laundry is placed in a melt-away bag, and then placed in a "yellow bag".
- The Home shall provide melt away bags for contaminated laundry. Contaminated laundry shall be placed into melt away bag then placed into a red plastic bag for identification. Contaminated laundry is defined as taken from a Member's room that is in isolation with a communicable disease. The Home shall contact Contractor before sending laundry that is documented as either blood borne or a communicable disease.
- Prior to the loading and delivery of clean laundry to the Home, the interior of the delivery truck used by the Contractor shall be cleaned of all dirt and debris and sanitized either by steam cleaning or germicidal wash. At random intervals, the Home's infection control committee may inspect the interior of the delivery vehicle to assure that acceptable sanitation standards are maintained.

Added 1/30/14

The CDC and VA standards for infection control regarding laundry are:

Hot 160 degrees for 25 minutes or low temp 71 – 77 degrees plus 125 ppm chlorine bleach rinse.

College Laundry and Rentals, Inc. launders the very soiled laundry at 160 degrees and all other laundry is laundered with a 200 ppm chlorine bleach rinse.

 **ORIGINAL**

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

NOTICE OF CONTRACT NO. 511B3200022
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
College Laundry & Rentals, Inc. 136 West Baraga Avenue Marquette, MI 49855	Robert DeAngelis	college54@sbcglobal.net
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(906) 228-8505	2381743179/E00-001

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DMVA-DJJHV	Mike Harrington	(906) 226-3576 x 354	harringtonm@michigan.gov
BUYER:	DMVA-DJJHV	Susan Belfry-Mellon	(906) 226-3576 x 351	mellons@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Descriptive Contract Title (Not always the same language as provided in MAIN)			
Laundry & linen services – D. J. Jacobetti Home for Veterans			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	4/1/2013	03/31/2016	Two, one year extensions
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 days			
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
MISCELLANEOUS INFORMATION:			
The terms and conditions of this Contract, including any applicable information from the vendor's proposal dated 02/04/2013 are attached. In the event of any conflicts between the specifications, term and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$690,000.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #RFP-SB-01232013. Orders for delivery will be issued directly by the Department of Military and Veterans Affairs through the issuance of a Purchase Order Form.



ORIGINAL

Notice of Contract #511B3200022

FOR THE CONTRACTOR:

College Laundry and Rentals, Inc.

Firm Name

Robert DeAngelis

Authorized Agent Signature

Robert DeAngelis

Authorized Agent (Print or Type)

2/22/13

Date

FOR THE STATE:

Brad Slagle 2/19/13

Signature

Brad Slagle, Administrator

Name/Title

DMVA, D. J. Jacobetti Home for Veterans

Enter Name of Agency

2/22/13

Date



STATE OF MICHIGAN
Department of Technology Management and Budget
DTMB-Procurement

511B3200022

Laundry & Linen Services-

Contract Location: DMVA, D. J. Jacobetti Home for Veterans

Buyer Name: Susan Belfry-Mellon
Telephone Number: (906) 226-3576 ext. 351
E-Mail Address: mellons@michigan.gov



Table of Contents

DEFINITIONS	8
1.010 Project Identification	10
1.011 Project Request	10
1.012 Background	10
1.020 Scope of Work and Deliverables	10
1.021 In Scope	10
1.022 Work and Deliverable	10
1.030 Roles and Responsibilities	11
1.031 Contractor Staff, Roles, and Responsibilities	11
1.040 Project Plan	13
1.041 Project Plan Management	13
1.042 Reports and Meetings	14
1.050 Acceptance	15
1.051 Criteria	15
1.052 Acceptance – DELETED NOT APPLICABLE	15
1.060 Proposal Pricing	15
1.061 Proposal Pricing	15
1.062 Price Term	15
1.063 Tax Excluded from Price	16
1.064 Holdback – DELETED – NOT APPLICABLE	16
1.070 Additional Requirements	16
1.071 Additional Terms and Conditions Specific to this RFP – DELETED – NOT APPLICABLE	16
Article 2, Terms and Conditions	17
2.000 Contract Structure and Term	17
2.001 Contract Term	17
2.002 Options to Renew	17
2.003 Legal Effect	17
2.004 Attachments & Exhibits	17
2.005 Ordering	17
2.006 Order of Precedence	17
2.007 Headings	17
2.008 Form, Function & Utility	18
2.009 Reformation and Severability	18
2.010 Consents and Approvals	18
2.011 No Waiver of Default	18
2.012 Survival	18
2.020 Contract Administration	18
2.021 Issuing Office	18
2.022 Contract Compliance Inspector	19
2.023 Project Manager	19
2.024 Change Requests	19
2.025 Notices	20
2.026 Binding Commitments	20
2.027 Relationship of the Parties	20
2.028 Covenant of Good Faith	20
2.029 Assignments	20
2.030 General Provisions	21
2.031 Media Releases	21
2.032 Contract Distribution	21
2.033 Permits	21
2.034 Website Incorporation	21
2.035 Future Bidding Preclusion	21
2.036 Freedom of Information	21
2.037 Disaster Recovery	21
2.040 Financial Provisions	21
2.041 Fixed Prices for Services/Deliverables	21
2.042 Adjustments for Reductions in Scope of Services/Deliverables	21
2.043 Services/Deliverables Covered	22
2.044 Invoicing and Payment – In General	22
2.045 Pro-ration	22
2.046 Antitrust Assignment	22
2.047 Final Payment	22



2.048	Electronic Payment Requirement	22
2.050	Taxes.....	23
2.051	Employment Taxes	23
2.052	Sales and Use Taxes.....	23
2.060	Contract Management	23
2.061	Contractor Personnel Qualifications	23
2.062	Contractor Key Personnel – DELETED – NOT APPLICABLE	23
2.063	Re-assignment of Personnel at the State's Request	23
2.064	Contractor Personnel Location	23
2.065	Contractor Identification.....	23
2.066	Cooperation with Third Parties.....	24
2.067	Contractor Return of State Equipment/Resources.....	24
2.068	Contract Management Responsibilities	24
2.070	Subcontracting by Contractor - DELETED – NOT APPLICABLE	24
2.071	Contractor Full Responsibility	24
2.072	State Consent to Delegation – DELETED - NOT APPLICABLE	24
2.073	Subcontractor Bound to Contract – DELETED - NOT APPLICABLE.....	24
2.074	Flow Down – DELETED - NOT APPLICABLE	24
2.075	Competitive Selection – DELETED - NOT APPLICABLE	24
2.080	State Responsibilities	24
2.081	Equipment.....	24
2.082	Facilities.....	24
2.090	Security	25
2.091	Background Checks.....	25
2.092	Security Breach Notification.....	25
2.093	PCI Data Security Standard – DELETED – NOT APPLICABLE	25
2.100	Confidentiality	25
2.101	Confidentiality	25
2.102	Protection and Destruction of Confidential Information.....	25
2.103	Exclusions.....	26
2.104	No Implied Rights	26
2.105	Respective Obligations	26
2.110	Records and Inspections	26
2.111	Inspection of Work Performed	26
2.112	Examination of Records.....	26
2.113	Retention of Records	26
2.114	Audit Resolution.....	27
2.115	Errors.....	27
2.120	Warranties	27
2.121	Warranties and Representations	27
2.122	Warranty of Merchantability – DELETED – NOT APPLICABLE	28
2.123	Warranty of Fitness for a Particular Purpose – DELETED – NOT APPLICABLE	28
2.124	Warranty of Title – DELETED – NOT APPLICABLE.....	28
2.125	Equipment Warranty – DELETED – NOT APPLICABLE	28
2.126	Equipment to be New – DELETED – NOT APPLICABLE.....	28
2.127	Prohibited Products – DELETED – NOT APPLICABLE.....	28
2.128	Consequences for Breach – DELETED – NOT APPLICABLE.....	28
2.130	Insurance	28
2.131	Liability Insurance	28
2.132	Subcontractor Insurance Coverage – DELETED - NOT APPLICABLE	29
2.133	Certificates of Insurance and Other Requirements	29
2.140	Indemnification.....	30
2.141	General Indemnification	30
2.142	Code Indemnification	30
2.143	Employee Indemnification.....	30
2.144	Patent/Copyright Infringement Indemnification	30
2.145	Continuation of Indemnification Obligations.....	31
2.146	Indemnification Procedures	31
2.150	Termination/Cancellation	32
2.151	Notice and Right to Cure.....	32
2.152	Termination for Cause	32
2.153	Termination for Convenience.....	32
2.154	Termination for Non-Appropriation.....	33
2.155	Termination for Criminal Conviction.....	33
2.156	Termination for Approvals Rescinded.....	33
2.157	Rights and Obligations upon Termination.....	33



2.158	Reservation of Rights	34
2.160	Termination by Contractor	34
2.161	Termination by Contractor	34
2.170	Transition Responsibilities	34
2.171	Contractor Transition Responsibilities	34
2.172	Contractor Personnel Transition	34
2.173	Contractor Information Transition	34
2.174	Contractor Software Transition – DELETED – NOT APPLICABLE	35
2.175	Transition Payments	35
2.176	State Transition Responsibilities	35
2.180	Stop Work	35
2.181	Stop Work Orders	35
2.182	Cancellation or Expiration of Stop Work Order	35
2.183	Allowance of Contractor Costs	35
2.190	Dispute Resolution	35
2.191	In General	35
2.192	Informal Dispute Resolution	36
2.193	Injunctive Relief	36
2.194	Continued Performance	36
2.200	Federal and State Contract Requirements	36
2.201	Nondiscrimination	36
2.202	Unfair Labor Practices	37
2.203	Workplace Safety and Discriminatory Harassment	37
2.204	E-Verify - RESERVED	37
2.205	Prevailing Wage – DELETED – NOT APPLICABLE	37
2.210	Governing Law	37
2.211	Governing Law	37
2.212	Compliance with Laws	37
2.213	Jurisdiction	37
2.220	Limitation of Liability	37
2.221	Limitation of Liability	37
2.230	Disclosure Responsibilities	37
2.231	Disclosure of Litigation	37
2.232	Call Center Disclosure	38
2.233	Bankruptcy	38
2.240	Performance	39
2.241	Time of Performance	39
2.242	Service Level Agreements (SLAs) – DELETED – NOT APPLICABLE	39
2.243	Liquidated Damages - DELETED – NOT APPLICABLE	39
2.244	Excusable Failure	39
2.250	Approval of Deliverables -RESERVED	40
2.260	Ownership –DELETED – NOT APPLICABLE	40
2.270	State Standards – DELETED – NOT APPLICABLE	40
2.271	Existing Technology Standards	40
2.272	Acceptable Use Policy	40
2.273	Systems Changes	40
2.280	Extended Purchasing – DELETED – NOT APPLICABLE	40
2.290	Environmental Provision	40
2.291	Environmental Provision	40
2.300	Other Provisions	41
2.311	Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials	41
Article 4 – Required Bidder Information		42
4.010	Bidder Information	42
4.011	Company Information	42
Executive Name		42
Robert T. DeAngelis		42
Fran Holland		42
4.012	Prior Experience	43
4.13	Staffing - RESERVED	43
4.014	Past Performance	43
4.015	Contract Performance	43
4.016	Place of Performance	44
PLACE OF PERFORMANCE: ROBERT T. DEANGELIS, COLLEGE LAUNDRY & RENTALS, INC.		44
4.017	Disclosure of Litigation	44

Contract #511B3200022



4.018	E-Verify - RESERVED	44
4.019	RFP Preparation	44
4.020	Former State of Michigan Employees	44
4.021	Persons with Disabilities	44
4.022	Community Rehabilitation Organizations	44
4.023	MIDEAL - DELETED - NOT APPLICABLE	45
4.024	BUSINESS OWNED BY QUALIFIED DISABLED VETERAN	45

Attachment A, Location Specification Sheet

Attachment B, Price Proposal

Attachment C, Linen Count Sheet

Attachment D, Incoming Linen Report



DEFINITIONS

24x7x365 means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

Additional Service means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

Audit Period means the seven year period following Contractor's provision of any work under the Contract.

Bidder(s) are those companies that submit a proposal in response to this RFP.

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

Blanket Purchase Order is an alternate term for Contract and is used in the Plan Sponsors' computer system.

CCI means Contract Compliance Inspector.

Days mean calendar days unless otherwise specified.

Deleted – N/A means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

Deliverable means physical goods and/or services required or identified in a Statement of Work.

DMVA means the Michigan Department of Military and Veterans Affairs.

DJJHV means the D. J. Jacobetti Home for Veterans (aka: Home)

DTMB means the Michigan Department of Technology Management and Budget.

Environmentally Preferable Products means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

Hazardous Material means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

Incident means any interruption in any function performed for the benefit of a Plan Sponsor.

Key Personnel means any personnel identified in **Section 1.031** as Key Personnel.

New Work means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

Ozone-depleting Substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.



Post-Consumer Waste means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

Post-Industrial Waste means industrial by-products which would otherwise go to disposal and a waste generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

Recycling means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

Reuse means using a product or component of municipal solid waste in its original form more than once.

RFP means a Request for Proposal designed to solicit proposals for services.

Services means any function performed for the benefit of the State.

SLA means Service Level Agreement.

Source Reduction means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

State Location means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

Subcontractor means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

Unauthorized Removal means the Contractor's removal of Key Personnel without the prior written consent of the State.

Waste Prevention means source reduction and reuse, but not recycling.

Pollution Prevention means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

Work in Progress means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

Work Product refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by the Contract.



1.010 Project Identification

1.011 Project Request

This is a contract for laundry and linen services at Department of Military and Veterans Affairs (DMVA), D. J. Jacobetti Home for Veterans (DJJHV), located at 425 Fisher Street in Marquette, Michigan.

1.012 Background

The DJJHV provides medical and assistive long term care to Veterans and their dependents in a safe, home like healthcare environment 24 hours, 7 days per week. Serving over 206 members, there are 184 nursing beds and 22 domiciliary beds with nursing bed occupancy at 99.5%, the DJJHV consistently maintains a waiting list. The Residents of the home require full laundry services for their personal sundries and for all linens owned by the DJJHV. All services provided must be according to applicable State Nursing Home and Federal VA Rules and Regulations.

High quality service is essential for the Veterans that live in our home. Requiring a direct relationship with the service provider as the prime vendor ensures our quality standards are met. Our operation is 72% self funded based on having a full census. The potential loss of revenue (poor quality equals less admissions) due to poor service is a risk and it is essential that we can ensure that the vendor provide the quality required, therefore DMVA will not allow sub-contracting on this project.

1.020 Scope of Work and Deliverables

1.021 In Scope

The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the services as described in the specifications herein.

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Contractor, through innovation, technology, or other means, shall perform and provide the required services and staff to complete the frequencies determined by the State and otherwise do all things necessary for, or incidental to the performance of this laundry/linen service. Compliance will be based on the State's overall evaluation and interpretation in accordance with method of performance, frequencies and method of performance, as set forth in this document. See Attachment A for details on service requirements.

The Contractor shall provide services at the D. J. Jacobetti Home for Veterans described herein and/or as directed by the CCI.

College Laundry & Rentals is presently servicing the D.J. Jacobetti Facility. We supply all of the VA Hospital Laundry Service needs within the bid requirements. All of the staff is cross-trained so they can do all the different jobs on the plant floor. If any of our staff are missing, we can complete our contract responsibility with as few as four employees. We are sure this can be accomplished because we operate every Saturday with this size crew and complete all your laundry needs for a Monday delivery. College Laundry works in association with three other small laundries all within ninety miles from us that would allow us to use their facilities in an emergency. All of these laundries service small hospitals in the Upper Peninsula and would meet the requirements to supply your laundry needs. Marquette General Hospital has also once let us use their facilities in an emergency as we would for them as need be. The soiled laundry is washed, folded and packed by using eight people, Monday through Friday and four people on Saturday. It takes four to six hours to wash the laundry and to pack it into clean laundry carts. It takes the route driver half an hour to deliver the clean laundry and pick up the dirty laundry and return it to the plant. College Laundry is located less than one mile from the Veteran's Facility. We have proudly serviced your Facility in the past and have all of the experience necessary to supply all your laundry needs at one location. College Laundry currently includes daily weight sheets for the previous month when dropping off our monthly billing packet to the VA Accounts Payable Employee. College Laundry



understands that the contract compliance inspector may wish to review any aspect of our company within the parameters of this contract.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

A. PERSONNEL

1. The State reserves the right to approve personnel for this project and to require replacement of personnel found to be unacceptable at any time during the project. (See Sec. 2.063).
2. Contractor shall be responsible for repair, replacement or cleanup as necessary due to carelessness or negligence on the part of the Contractor and its personnel.

B. SUPERVISION

1. Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees, including control over all workers duties. Prior to the laundry leaving the Contractor's facility, a supervisor will inspect each delivery for compliance with cleaning and folding before it is delivered to the home. The Contractor shall also be responsible for payment of all wages to employees, taxes, and fringe benefits, sick leave, pension benefits, vacations, medical benefits, life insurance or unemployment compensation or the like. The Contractor shall discipline his/her employees, as needed, including firing and hiring.
2. The CCI may require Contractor immediately remove any Contractual employee(s) from the agency's premises for health & safety. The Contractor will assume any and all responsibilities relating to this removal.
3. The CCI shall make final determination of a Contractual employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

Location of Contractor Staff, Contractor Roles & Responsibilities, Quality Assurances:

1. Production manager oversees all Quality control issues.
2. Our chemical supply company checks quarterly all of our chemical supply equipment.
 - a. Washroom attendants also check daily to be sure chemicals are being dispensed correctly.
3. The Floor Supervisor checks all linens and personal items to be sure they are handled and packed correctly.
4. The VA Housekeeping manager is contacted regularly to be sure all items are delivered in the correct manner.
5. VA Housekeeping manager calls our plant if she has any questions, problems or request.
6. If there is a problem the production manager or the owner takes care of it until it is resolved.
7. The owner talks to the Facility Manager quarterly to deal with overall performance.
8. All special requests are tried to be resolved within two hours of being notified.

All College Laundry employees live within ten miles of our plant's location.

Management Team:

Owner: Robert De Angelis has been the owner of College Laundry and Rentals for eleven years. Mr. De Angelis has been with the company for fourteen years. The Company has gone from ten to thirteen employees with potential for increased employment in the coming years. Mr. De Angelis has completed 122 college credits from Macomb Community College and Northern Michigan University. He has worked in the Commercial Laundry field for eighteen years. The owner's responsibilities encompasses: Sales, employee/route scheduling, management of the stock room, development of company policies and procedures, management over site of the companies infection control program, quality control and has the overall responsibility of setting pricing of services and monitoring the company's cash flow and profit and loss condition. The owner has an additional five years experience working with two other nationally recognized commercial laundry operations.



Office Manager: Fran Holland has the responsibility of overseeing accounts receivable/accounts payable, payroll daily office operations, employee record keeping, serves as the primary adviser to the owner on issues such as insurance, taxes, bookkeeping/accounting and all other administrative duties. Fran has over twenty years of experience as an office manager at College Laundry and an additional ten years of experience in corporate bookkeeping procedures. Fran utilizes the QuickBooks Accounting Software program to track the company's daily financials per year.

Maintenance Supervisor: Ken De Angelis is responsible for all machine repair, the company's preventive maintenance program, serves as the primary person responsible for the maintenance and updating of the company's safety program. Ken is responsible for the training of personnel on basic trouble shooting and minor repairs. Ken has an Associate's Degree from Macomb Community College in Industrial Science Applied Technology and An Associate's Degree from Baker College in General Studies, in addition Ken was a Licensed Machine Repair Journeyman.

Production Manager: Trisha Doutree serves in this position and will be responsible for; Meeting production goals, supervising assigning and delegating specific tasks to be accomplished during the production process. Trisha assists in the interviewing, hiring, training, coaching and discipline of hourly employees. Trisha has worked for College Laundry for nine years and has been cross-trained on every production position within the company.

Personnel:

Job Title: Ironer Operators (3) eighteen total years of experience.

Duties: Sort products by customer account, tag and feed wet products into mangle machine that dries, presses and folds into a finished condition. Tags items by customer and stores for packaging for clean delivery. Assist with other production employees when required.

Hours 33-45 weekly.

Job Title: Product Folders (2) twelve years total experience.

Duties: Fold products and prepare clean laundry for wrapping and delivery to customer and are responsible to keep orders organized for delivery. Makes sure product is in the best of condition possible before being delivered to wrapper.

Hours: 35-42 weekly.

Job Title: Washer & Dryer Operator (2) thirteen years experience.

Duties: Assists with sorting laundry being prepared for washing, washes and dries laundry to be sent to Folders and Iron Operators. Ensures that all products are tagged appropriately.

Hours: 38-45 weekly

Job Title: Sorting Room Attendants (5)

Duties: These duties are handled by the Ironer Operators and two Folder Attendants. When their daily floor production duties have been accomplished; they will go to the sort room to sort soiled laundry that was received that day for the following day's washing. Responsible for counting of garments, tagging and sorting laundry by item. They identify customer of soiled laundry to be washed. To let the washroom attendants know what cycle to use when washing soiled laundry. Laundry is all separated by item and then processed.

NOTE: These are five cross-trained employees from other positions that also do this job.

Hours: 2-3 hours each day.

Job Title: Wrapper

Duties: Prepares clean laundry for delivery, responsible for stocking clean product on correct daily route shelves for delivery. Also makes sure that all the clean counts are accurate before being sent out.

Hours 38-40 weekly.

Job Title: Driver (3)

Duties: Responsible for loading trucks, delivering clean product to customers, picking up soiled product and returning to the plant for cleaning. Perform some sales, maintaining quality customer relationships, inventory maintenance and all other duties as assigned.

Hours: 30-40 weekly.



- C. The Contractor is responsible for compensation for any articles lost or damaged while in their possession, with the exception of items damaged due to normal wear. This compensation will be deducted from the Contractor's next billing. DJJHV reserves the right to replace the items and reimbursement will be for actual costs which will be supported by purchase receipts. Unless supported by actual receipts, replacement costs for lost or damaged items shall be as follows:

Article	Replacement Cost	Article	Replacement Cost
Bed Comforter – Twin	\$40.00	Handkerchiefs	\$1.00
Blankets	\$25.00	Briefs (men & women)	\$3.00
Sheets – Flat Twin	\$10.00	Bras	\$15.00
Sheets, Fitted	\$12.00	Undershirts	\$6.00
Mattress Pad, Cotton, Twin	\$15.00	Slips	\$15.00
Mattress Pad, Leak Proof	\$10.00	Pajama Top or Bottoms – Each, Gowns	\$7.00
Pillow Case	\$4.00	Bathrobes	\$25.00
Washcloths	\$4.00	Gowns	\$11.00
Towels, Bath	\$3.00	Suspenders (cloth)	\$10.00
Hamper Bags, Leak Proof\$	\$10.00	Sweaters	\$25.00
Table Cloths	\$20.00	Shorts	\$15.00
Hats/Caps	\$5.00	Over Shirts	\$20.00
Slippers (scuffs, etc.)	\$10.00	Blouses	\$20.00
Socks	\$3.00	Pants – Jeans, Trousers, Sweat Pants	\$25.00
Dresses	\$25.00	Skirts	\$20.00
Laundry bags (green & red)	\$15.00		

Contractor understands that anything lost or damaged by College Laundry will be replaced by DJJHV and the amount will be deducted from our next billing. Any damages not caused by College Laundry, the contractor reserves the right to review/dispute the damages with the Facility Manager and/or the Housekeeping Supervisor. The contractor understands if they are found at fault the contractor will be obligated to replace those items. Should a disagreement result in damaged linens, the contractor shall contact the buyer manager, Kimberly Graham with the DMVA for conflict resolution. The contractor understands if any DJJHV owned items are damaged, lost or destroyed the contractor may be responsible for replacing said items at the costs are contained within this contractual agreement.

1.040 Project Plan

1.041 Project Plan Management

- A. Contractor will carry out this project under the direction and control of the specified CCI for the respective locations, where services are to be performed.
- B. Contractor shall meet with the CCI and other agency or departmental project-leads, on a basis to be established by CCI and Contractor, but shall meet quarterly, at a minimum, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise, as well as continuously communicate with the agency/department project lead.
- C. Contractor's Work Plan, which must be approved prior to commencement of work, must include the following:



1. Name(s) of supervisors – 24 hour contact telephone numbers and best contact times.

Bob DeAngelis - Owner

(W) 906-228-8505 7:30 A.M. to 3:30 P.M. (Cell) 906-362-3900 Anytime

Ken DeAngelis - Maintenance Supervisor

(Cell) 906-362-8382 Anytime

Trisha Doutree - Production Supervisor

(W) 906-228-8505 9:00 A.M. to 2:00 P.M.

Fran Holland - Office Manager

(W) 906-228-8505 9:00 A.M. to 4:00 P.M.

1. Equipment failure WILL NOT constitute an acceptable reason for failure to provide service. Adjustments to providing this service, including any weather-related deviations, must be approved by the CCI or their designee.
2. Any misrepresentation by the Contractor of its ability to perform the work described in this Contract may be grounds for immediate termination

1.042 Reports and Meetings

1. The Contract Compliance Inspector may request an audit of the services provided each year under the specifications, terms, and conditions of this Contract. The audit will be a joint activity of the requesting Agency and DMVA - State Operations, Purchasing & Contracts.
2. An unsatisfactory audit may result in cancellation of this Contract under the terms of the Cancellation Clause in this Contract.
3. The audit may consist of, but is not limited to: an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of this Contract.
4. Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 calendar days of the date the Contractor received, or could have reasonably been expected to receive their copy of the audit. This meeting will provide an opportunity for the Contractor to present their response to audit recommendations, including comments and corrective action plans.

College Laundry and its employees understand that by accepting this contract they are obligated to supply all the DJJHV laundry needs in a manner which is acceptable to the staff at the DJJHV. If a problem arises the contractor will be contacted by the DJJHV housekeeping supervisor or the Facility manager. If a problem arises that the DJJHV feels is not being resolved the contractor recognized the fact that the DJJHV reserves the right to review any part of the services provided by College Laundry. Any questions that arise may have to be solved with a meeting with all parties concerned. If a meeting is requested it must take place within ten days of a notification that a problem exists. College Laundry is then responsible to present a response to the problem and what corrective plans they have to correct the problem under review.

Billing

5. Contractor shall furnish a linen count sheet for each delivery of clean linen. Contractor will indicate on count sheet the number of items that are damaged and the damaged items will be segregated. A daily weight report will be faxed to the Contractor (M-F) with a copy retained by the facility. Immediately after the end of each month, no later than the 2nd day of the new month, the Contractor shall submit to the Home a statement along with daily invoices for the linens and personals.

College Laundry will provide linen count sheets: See attachment C and D. These sheets are used daily by both the DJJHV staff and College Laundry staff. The linen count sheets state what soiled laundry was picked up and washed, how much it weighed, when it came in soiled, and the weight of



each cart laundered before it was washed. The laundry is then washed and dried, counted by item, this count is recorded on a clean count sheet. That report is sent to DJJHV Housekeeping Supervisor. The clean laundry delivered to DJJHV is weighed at the DJJHV for confirmation. This clean weight is then recorded and then faxed back to College Laundry by the Housekeeping Supervisor. This clean weight is then used to calculate the amount to be billed for the items laundered. At the first of each month a statement and all daily invoices are then provided to the billing department of the DJJHV for payment.

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Laundry Services provided under this SOW and will be used by the State to determine acceptance.

The Contractor shall provide laundry services as stated in this contract consistently:

- a. Pick up/deliver laundry at specified times as stated in contract.
- b. Launder and fold per all Attachment A instructions.

1.052 Acceptance – DELETED NOT APPLICABLE

1.060 Proposal Pricing

1.061 Proposal Pricing

For authorized Services and Price List, see Attachment A and B.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dtmb for current rates.

1.062 Price Term

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes must be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. DMVA - State Operations, Purchasing & Contracts reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). DMVA - State Operations, Purchasing & Contracts also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes must be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period. Requests for price changes must be RECEIVED IN WRITING AT LEAST 30 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be cancelled. **The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.**



1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback – DELETED – NOT APPLICABLE

1.070 Additional Requirements

1.071 Additional Terms and Conditions Specific to this RFP – DELETED – NOT APPLICABLE



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

The Contract is for a period of three years beginning April 1, 2013 through March 31, 2016. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

The Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional, one (1) year periods.

2.003 Legal Effect

Contractor must show acceptance of the Contract by signing two (2) copies of the Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under the Contract, until Contractor is notified in writing that the Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing the Contract, are incorporated in their entirety and form part of the Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor must furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.



2.008 Form, Function & Utility

If the Contract is for use of more than one (1) State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one (1) or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

The Contract is issued by DMVA - State Operations, Purchasing & Contracts – DJJHV (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DMVA - State Operations, Purchasing & Contracts is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. DMVA - State Operations, Purchasing & Contracts **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contractor Administrator within DMVA - State Operations, Purchasing & Contracts for the Contract is:

Kimberly Graham, Buyer Manager
DMVA, State Operations – Purchasing & Contracts
Reserve Forces Support Center, Suite 320F
3423 N. Martin Luther King Jr. Blvd.
Lansing, MI 48906
Email: grahamk@michigan.gov
Phone: (517) 481-7643 Fax: (517) 481-7644



2.022 Contract Compliance Inspector

After DMVA - State Operations, Purchasing & Contracts receives the properly executed Contract, it is anticipated that the DMVA - State Operations, Purchasing & Contracts will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of the Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DMVA - State Operations, Purchasing & Contracts.** The CCI for the Contract is:

Michael Harrington, Maintenance Supervisor

DMVA – DJJHV
425 Fisher St.
Marquette, MI 49855
harringtonm@michigan.gov
Phone: (906) 226-3576 ext. 354
Fax: (906) 226-3507

2.023 Project Manager

Susan Belfry-Mellon, Buyer
DMVA – DJJHV
425 Fisher St.
Marquette, MI 49855
Email: mellons@michigan.gov
Phone: (906) 226-3576 ext. 351
Fax: (906) 226-3507

2.024 Change Requests

The State reserves the right to request, from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under the Contract, describing the Change and its effects on the Services and any affected components of the Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the DMVA - State Operations, Purchasing & Contracts.



(c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be deemed to be an employee, agent or servant of the State for any reason. Contractor is solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one (1) entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.



2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

DMVA - State Operations, Purchasing & Contracts retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DMVA - State Operations, Purchasing & Contracts.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent the Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq. (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under the Contract must provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under the Contract must specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, as but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under the Contract is subsequently reduced by the State, the parties must negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.



2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor under the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under the Contract must list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice must show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis must show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the Contractor. See Specification regarding Billing on Attachment A – Location Specification Sheet – Price Proposal for further details on invoicing requirements.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) must mutually agree upon. The schedule must show payment amount and must reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements must be forwarded to the designated representative by the 1st day of the following month.

The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the CCI, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services must be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one (1) party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).



2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two (2) or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel – DELETED – NOT APPLICABLE

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract must perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel must, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.



2.066 Cooperation with Third Parties

Contractor must cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor must provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and must not unnecessarily or unreasonably interfere with, delay, or otherwise impede Contractor's performance under the Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities, and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.068 Contract Management Responsibilities

The Contractor must assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State considers the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.070 Subcontracting by Contractor - DELETED - NOT APPLICABLE

2.071 Contractor Full Responsibility

Contractor has full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under the Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation - DELETED - NOT APPLICABLE

2.073 Subcontractor Bound to Contract - DELETED - NOT APPLICABLE

2.074 Flow Down - DELETED - NOT APPLICABLE

2.075 Competitive Selection - DELETED - NOT APPLICABLE

2.080 State Responsibilities

2.081 Equipment

The State must provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor must not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

**2.090 Security****2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT). Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Standard – DELETED – NOT APPLICABLE**2.100 Confidentiality****2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses, and will continue to possess, confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under the Contract, is marked as confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by the Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.



2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.112 Examination of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of 7 years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.113 Retention of Records

(a) The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract. The financial and accounting records associated with the Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the Contract.



2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

2.115 Errors

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under the Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither the Contract, nor their use by the State will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under the Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in the Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two (2) days of learning about it.



(h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to DMVA – Purchasing Operations.

2.122 Warranty of Merchantability – DELETED – NOT APPLICABLE

2.123 Warranty of Fitness for a Particular Purpose – DELETED – NOT APPLICABLE

2.124 Warranty of Title – DELETED – NOT APPLICABLE

2.125 Equipment Warranty – DELETED – NOT APPLICABLE

2.126 Equipment to be new – DELETED – NOT APPLICABLE

2.127 Prohibited Products – DELETED – NOT APPLICABLE

2.128 Consequences for Breach – DELETED – NOT APPLICABLE

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of Services under the terms of the Contract, whether the Services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under the Contract.

All insurance coverage's provided relative to the Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in the Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in the Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/deleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☒ below:

☒ 1. Commercial General Liability with the following minimum coverage:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.



- ☒ 2. If a motor vehicle is used to provide services or products under the Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☒ 4. Employers liability insurance with the following minimum limits:

\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

- ☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of \$1,000,000.00 with a maximum deductible of \$50,000.00.

- ☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

- ☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: \$3,000,000.00 each occurrence and \$3,000,000.00 annual aggregate.

- ☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under the Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage – DELETED - NOT APPLICABLE

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMVA - State Operations, Purchasing & Contracts, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the



policies MUST NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Contract Administrator – Kimberly Graham. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three (3) years following the expiration or termination for any reason of the Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under the Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in the Contract, or if any insurer cancels or significantly reduces any required insurance as specified in the Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of the Contract and that are attributable to the negligence or tortuous acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.



In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under the Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.



(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate the Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.



2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate the Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates the Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the State, becomes the State's



property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of the Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate the Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations under the Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 60 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175**.

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor must notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor must provide the State with asset management data generated from the



inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition – DELETED – NOT APPLICABLE

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that the Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment must conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by



Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Procurement, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one (1) party to another for non-privileged information reasonably related to the Contract must be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil



Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 E-Verify - RESERVED

2.205 Prevailing Wage – DELETED – NOT APPLICABLE

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non-conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and



each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) **Assurances.** If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform the Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of the Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:

- (a) Contractor and its Subcontractors must be able to continue to perform the Contract and any Statements of Work according to its terms and conditions, and
- (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMVA-Purchasing Operations.
- (2) Contractor must also notify DMVA - State Operations, Purchasing & Contracts within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DMVA - State Operations, Purchasing & Contracts within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all Subcontractors involved in the performance of the Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of the Contract.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate the Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) The Contractor files for protection under the bankruptcy laws;
- (b) An involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) The Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) The Contractor makes a general assignment for the benefit of creditors; or
- (e) The Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under the Contract.



Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs) – DELETED – NOT APPLICABLE

2.243 Liquidated Damages - DELETED – NOT APPLICABLE

2.244 Excusable Failure

Neither party will be liable for any default, damage, or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military, or otherwise), power failure, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.



The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables -RESERVED

2.260 Ownership -DELETED - NOT APPLICABLE

2.270 State Standards - DELETED - NOT APPLICABLE

2.271 Existing Technology Standards

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/cybersecurity/0,1607,7-217-34395_34476--,00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access, and configuration management procedures.

2.280 Extended Purchasing - DELETED - NOT APPLICABLE

2.290 Environmental Provision

2.291 Environmental Provision

Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by the federal, State, or local laws governing the protection of the public health, natural resources, or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State, and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.



(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor must comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to the Contract.

Environmental Performance:

Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.



(Attachment A)
LAUNDRY SERVICES
LOCATION SPECIFICATION SHEET (LSS)

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	04/01/2013	CONTRACT END DATE:	03/31/2016
PREVIOUS BPO #:	071B1300027		
CONTRACT INFORMATION:	Approximately 3 Year Contract with two (2) one year extension options		
CONTRACTING AGENCY NAME:	Department of Military & Veterans Affairs		
BUILDING NAME AND NUMBER:	D J Jacobetti Home for Veterans		
BUILDING ADDRESS:	425 Fisher St., Marquette, MI 49855		
REGION / COUNTY:	Marquette County, Michigan		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	D J Jacobetti Home for Veterans - Procurement		
PROCUREMENT OFFICE CONTACT NAME:	<i>Susan Belfry-Mellon</i>	CONTACT PHONE #:	906-226-3576 ext. 351
PROCUREMENT OFFICE CONTACT E-MAIL:	<i>mellons@michigan.gov</i>	CONTACT FAX #:	906-226-3507
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	<i>Michael Harrington</i>	CONTACT PHONE #:	906-226-3576 ext. 354
CCI / FM CONTACT E-MAIL:	<i>harringtonm@michigan.gov</i>	CONTACT FAX #:	906-226-3507
LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	<i>7 days/week</i>	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	<i>24 hours/day</i>
(FILL IN IF NEEDED)		(FILL IN IF NEEDED)	
IDENTIFY DAYS OF SERVICE: ** SUNDAYS MAY SUBSTITUTE A HOLIDAY WITH PRIOR APPROVAL FROM THE CCI	<i>6 days/week; Mon. – Sat.</i>	IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	<i>Pickup & Delivery 5 – 7 a.m. and Friday 2 – 2:30</i>

SPECIFICATIONS (REFERENCED IN SECTION 1.022 – Work and Deliverables)

Linen: Shall be defined as cloth based products. Examples: bed spreads, blankets, diapers, furniture pads, hot pads, pot holders, mattress pads, mattress covers, laundry bags, pillows, pillow cases, flat sheets, fitted sheets, shower curtains, napery table linens, toweling, (includes dish towels and cloths, bath towels, wash cloths, bath blankets, and bath mats).



Personal Clothing: Shall be defined as wearing apparel/garments.

Examples: *Accessories* – ties, handkerchiefs, bandanas, gloves, belts, suspenders, etc.
Cold Weather Apparel – hoods, mittens, scarves, sweaters, coats, jackets, parkas, caps/hats (all types except disposable), etc.
Standard Apparel – Men's and women's uniforms, shirts, blouses, pants, slacks, trousers, shorts, jeans, dresses, skirts, suits, etc.
Men and Women Casual Clothing – underwear (boxer/briefs), pajamas, socks, athletic clothing, lingerie, etc.
Hospital Wear – patient gowns, aprons, smocks, bibs (cloth or leak proof), etc.

Delivery/Pick-Up:

- Pickup and deliveries of both facility linen and member's personal laundry shall occur six (6) times per week (Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday) without regard to holiday periods (** **SUNDAYS MAY SUBSTITUTE A HOLIDAY WITH PRIOR APPROVAL FROM THE CCI**), processing all items in the prescribed manner, and returning clean personal laundry and clean linen in a suitable manner within 24 hours in the assigned receiving area.
- Six (6) days, Monday through Saturday, pickup and delivery shall be made during the hours of 5:00 a.m. to 7:00 a.m. One (1) Friday pickup at 2:00 to 2:30 p.m. The Contractor must notify the Home promptly if any unavoidable delay in a scheduled delivery should occur. The Contractor must notify the Home's Contract Compliance Inspector/Project Manager, Michael Harrington, at 906-226-3576, ext. 354 or designee.
- Prescribed manner is defined as the linen/clothing folding style. Identification of clean personal laundry is the responsibility of DJJHV. Personal laundry contractor shall fold and sort by item on each delivery cart. Required folding style will be shown to the Contractor before contract starts.
- Suitable manner is determined to be in containers that have been sterilized prior to loading of clean laundry. This includes keeping the bottom of the laundry containers free of debris by vacuuming, and cleaning exterior and interior by degreasing with a power washer, hot steamer, or another acceptable method of cleaning. Prior to laundry being shipped, cover all laundry container sides to prevent cross infection and contamination. The covering may be polyethylene or washable nylon. In either case, the covering must be clean.
- Contractor shall pickup soiled linen and member personal clothing from soiled linen storage room adjacent to Altamont Street receiving dock area. Contractor will ensure three (3) empty carts (no more, no less) are left in the soiled linen storage area at all times. This storage area must be kept locked at all times.
- The Home requires clean linen and member's personal clothing shall be delivered using the Altamont Street receiving dock area to the interior of the Home and adjacent to the floor scales.
- The Home requires that all clean linen and personal clothing be delivered prior to the pickup of any soiled laundry to prevent cross contamination. Each laundry container covering must be cleaned in accordance with Infection Control Guidelines by the Center for Disease Control and Prevention (CDC), Office of Health and Safety Information Systems.
- All clean linen must be sorted by item on each cart. A daily linen count sheet shall accompany each daily delivery.
- Contractor shall respond within one (1) to two (2) hours of an emergency situation that the Home may have. The limitations of this response will be determined by, but not limited to, current conditions such as weather, time of day, availability of personnel, vehicles, and the degree of emergency. Likewise, the Home shall respond accordingly to any Contractor emergency requests.



Process/Service

- Soiled laundry is to be processed using conventional disinfecting methods with hot water and bleaching agent to sanitize.
- Contractor shall provide special processing to adequately remove stains that include: mildew, rust, food, stains, grease, and ink (excludes rags).
- In addition to specific sanitation standards, Contractor and Agency shall conform to standards of sanitation generally accepted by the laundry industry. In addition, all Center for Disease Control and Prevention (CDC), Health and Safety Information Systems, and State Guidelines shall be observed.
- Reprocessing of unacceptable cleaned laundry shall be promptly performed by Contractor at no further expense to the DJJHV.
- The wash water formula (to adequately remove stains), whatever it may include, shall be furnished to the Contract Compliance Inspector or Home's Buyer upon request.
- At times, any soiled laundry can be sent in a "yellow bag" which indicates that the enclosed soiled laundry has been contaminated with blood and/or body fluids and must be handled and laundered under the guidelines of "Universal Precautions" for infection control. Personal clothing may also be included in this "yellow bag". Contaminated laundry is placed in a melt-away bag, and then placed in a "yellow bag".
- The Home shall provide melt away bags for contaminated laundry. Contaminated laundry shall be placed into melt away bag then placed into a red plastic bag for identification. Contaminated laundry is defined as taken from a Member's room that is in isolation with a communicable disease. The Home shall contact Contractor before sending laundry that is documented as either blood borne or a communicable disease.
- Prior to the loading and delivery of clean laundry to the Home, the interior of the delivery truck used by the Contractor shall be cleaned of all dirt and debris and sanitized either by steam cleaning or germicidal wash. At random intervals, the Home's infection control committee may inspect the interior of the delivery vehicle to assure that acceptable sanitation standards are maintained.

**ATTACHMENT B**
PRICING SHEET

Laundry Services
DMVA, D. J. Jacobetti Home for Veterans
425 Fisher Street
Marquette, MI 49855

Pricing - Part I

Laundry and Linen services:

Description of Services	Unit of Measure	Estimated Pounds Per Year	Price Per Pound	Annual Price
Personal Laundry/Linen Services	LB	103,681	\$0.52	\$53,914.12
Agency Laundry/Linen Services	LB	312,087	\$0.49	\$152,922.63
Miscellaneous Special Laundry	LB	47,272	\$0.49	\$23,163.25
			1 year Total	\$230,000.00
			3 Year Total	\$690,000.00
*NOTE: All poundage is measured as dry, clean weight.				



Attachment C

LINEN COUNT SHEET – (Sample)
D. J. Jacobetti Home for Veterans

DATE: _____

ITEMS	IN	OUT	DAMAGED	COMMENTS
Bib				
Blanket				
Bottom Sheet (fitted)				
Pillow case				
Top sheet (flat)				
Foam pads				
Gowns				
Pajama top				
Pajama bottom				
Green pads				
Lap robes				
Full size robes				
Mattress pad				
Pillow				
Quilt				
Restraints				
Sheet blanket				
Towel				
Washcloth				
Laundry bag (green and red)				
Bath blankets				
Medi-pad				

INCOMING CHECKED BY: _____

OUTGOING CHECKED BY: _____

SUPERINTENDENT: _____

SUPERVISOR: _____

DISTRIBUTION: _____

OUT DATE: _____

